

Terms and Conditions for SnapScan Merchant Service

1. Introduction

- 1.1. These Terms form an agreement between you and us, so please make sure that you understand all of them.
- 1.2. You agree that you will use the SnapScan Merchant Service and the SnapCodeonly in line with these Terms and any applicable laws, rules and regulations.
- 1.3. These Terms become effective when you complete the registration process for the SnapScan Merchant Service on our website www.getSnapScan.com and accept these Terms.
- 1.4. You must read and understand everything in these Terms. You must comply with these Terms as they are a binding agreement between you and us.
- 1.5. ***Important clauses, which may limit our responsibility or involve some risk for you, will be in bold and italics or highlighted. You must pay special attention to these clauses.***

2. Definitions

- 2.2. We have defined some words for consistence. These words will begin with a capital letter, where indicated. Singular words include the plural and the other way around.
- 2.3. **Agent bank account** - The bank account held by you with another bank;
- 2.4. **Bank, we us, our** - The Standard Bank of South Africa Limited (Registration Number 1962/000738/06) a company duly incorporated with limited liability according to the company laws of South Africa and its successors or assigns;
- 2.5. **Bank Account** - The bank account held by you with us;
- 2.6. **Card Association** - VISA or MasterCard;
- 2.7. **Chargeback** - A transaction returned by an Issuer to us which we may debit to your SnapScan Account or Bank Account;
- 2.8. **Fees** - The fee we charge you when you conclude a Transaction;
- 2.9. **FICA** - The Financial Intelligence Centre Act 38 of 2001, as amended from time to time and including subordinate legislation;
- 2.10. **Group** - Our affiliates, associates, subsidiaries and divisions together with

our holding company and its affiliates, associates, subsidiaries and divisions;

- 2.11. **Instant Money (Cash Out)** -The voucher issued to you by us in the event that you do not have a Bank Account for the eventual disbursement of funds for Transactions concluded using the SnapScan Merchant Service;
- 2.12. **Instant Money (Payment Type)** - an electronic voucher sent to a customer by us, which the customer can redeem for cash (South African Rand rand value) or for the payment of goods and services at an approved merchant;
- 2.13. **Intellectual Property** - Without limitation, is all inventions, specifications, patents, designs, trademarks, service marks, trade names and all goodwill associated with the foregoing; copyright and copyrightable works, including, but not limited to, all copyright in any logos, devices, designs, multimedia works and computer software programs (in both source and object code form, and including any programmers' or developers' notes, flow charts, memoranda and design documents); rights protecting goodwill and reputation; proprietary material, know-how, ideas, concepts, trade secrets, methods, techniques, graphics; schematics; marketing; sales and user data; domain names and URLs; databases and rights in databases, confidential information and all other intellectual property rights and rights of a similar character whether registered or capable of registration, rights in the nature of any of the above items whether registered or unregistered in any country or jurisdiction and all applications and rights to apply for protection of any of the same;
- 2.14. **Intellectual Property Rights** - All rights in and to Intellectual Property;
- 2.15. **Issuer** - A financial institution or company that has been authorised to issue Card Association and other payment cards;
- 2.16. **Payment Amount** - The amount to be paid to you by the customer for the goods and/or services purchased by the customer from you;
- 2.17. **Personal Information** - Information about an identifiable, natural or juristic person, including but not limited to, information about race, gender, marital status, nationality, ethnic or social origin, sexual orientation, age, physical or mental health, religion, belief,

- disability, language, birth, education, identity number, telephone number, email, postal or street address, location through your Device's GPS, biometric information and financial, criminal or employment history as well as correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- 2.18. **Portal** - The website, www.getSnapScan.com via which you register to obtain access to the SnapScan Merchant Service;
- 2.19. **Process** - Any operation or activity, whether automated or not, concerning Personal Information, including: collection; receipt; recording; organisation; collation; storage; updating or modification; retrieval; alteration; consultation; use; dissemination by means of transmission, distribution or making available in any other form; merging, linking as well as blocking, degradation, erasure or destruction of information. 'Processing' will have a similar meaning;
- 2.20. **SnapCode**- The two dimensional bar code allocated to you after your successful registration with us for the SnapScan Merchant Service which a customer, by using his/her Smartphone, Android or BlackBerry, will scan to purchase goods and/or services from you;
- 2.21. **SMS Notification** - A notification sent via short message service, which is a communication protocol that allows the interchange of short text messages between mobile telephone devices;
- 2.22. **SnapScan Account** - Your profile created on our System when you register to enable us to view the Transaction;
- 2.23. **SnapScan App** - The SnapScan application installed on a customer's smartphone and/or tablet or similar technology, through which the customer can pay for goods and services purchased from you;
- 2.24. **SnapScan Balance** - The accumulated balance of SnapScan Transactions concluded by using the SnapScan Merchant Service;
- 2.25. **SnapScan Merchant Service** - The product provided by us, which allows you, via the System, to receive payment from customers for goods and/or services provided by you by means of scanning your SNAP Code;
- 2.26. **Supplier** - FireID Payments (Pty) Ltd;
- 2.27. **Supplier's Platform** - The information technology environment developed, used and managed by the Supplier;
- 2.28. **System** - The system that belongs to us that provides the functionality for the SnapScan Merchant Service to be offered, and for Payments to be made by the customer to and received by you and which includes the Portal;
- 2.29. **Terms** - The terms and conditions for the SnapScan Merchant Service as set out in this document;
- 2.30. **Transaction** - A transaction in terms of which you accept payment of the Payment Amount via the SnapScan App and the SnapScan Merchant Service;
- 2.31. **you / your** - An individual or business customer of the Bank who is registered to use the SnapScan Merchant Service as a payment option in order to receive payment for goods and/or services that you provide.
- 3. The SnapScan Merchant Service Registration Process**
- 3.1. In order for you to use the SnapScan Merchant Service to conclude Transactions, you must register for this payment option by completing the registration process on our website www.getSnapScan.com or through one of our designated sales representatives. As part of such registration process -
- 3.1.1. You must provide us with your Personal information. We may also require additional FICA or identity verification at our sole discretion.
- 3.1.2. By completing the registration process and accepting the Terms you authorise us to verify any of the information you provide to us. In the process of verifying the information you have provided, we may also ask you for additional information from time to time. This may include substantiating documentation such as identification documents, business registration documentation or tax documents. We may also ask you for permission to visit your business premises. If you refuse or are unable to provide us with the required information we may suspend or terminate your account.
- 3.1.3. You must confirm that you are a citizen of the Republic of South Africa or a corporate entity registered to operate in South Africa. The SnapScan Merchant Service may only be used to accept payment for services rendered and goods sold within the Republic of South Africa.

- 3.1.4. Your SnapScan Account may only be used for the business operations you outlined when registering your account. You also confirm that you will not accept payment in connection with the following business or business activities: (1) any unlawful or illegal activity or goods; (2) counterfeit or prohibited goods; (3) membership clubs, dues or fees; (4) prepaid airtime or electricity; (5) gift vouchers, coupons, cheques or financial products; (6) cash disbursement or advance, foreign currency, wire-transfer services, remittance services, money orders, postal orders, quasi-cash or e-currency; (7) bill payment services; (8) fuel or service station sales; (9) betting, including lottery tickets, casino chips, wagers, off-track betting or gambling; (10) door-to-door sales; (11) deceptive marketing practices; (12) firms selling business opportunities, investments, consulting, advisory services or real estate purchases; (13) cruise lines; (14) drugs or drug paraphernalia; (15) firearms, firearm parts, ammunitions or devices designed to cause physical harm; (16) escort or adult entertainment services; (17) collection agencies, chain letters, bail bonds; (18) auction sites or services; (19) direct marketing, infomercials, telemarketing or rebate based businesses; (20) pyramid, multi-level marketing, referral sales or "get rich quick" schemes; (21) unlicensed medical products and procedures or pseudo pharmaceuticals; (22) timeshare; (23) personal computer technical support; (24) video game or virtual world credits; (25) social media activity (such as Twitter followers, Facebook likes, etc) or search engine or social media optimisation services; (26) any product or service that infringes upon the copyright, trademark or trade secrets of any third party; (27) any product or service or activity that is considered deceptive, unfair, predatory, prohibited, inciting, harassing, stalking or threatening by us or any of the relevant Card Associations; or (28) event tickets.
- 3.1.5. You will be required to confirm that you have read, understood and accepted these Terms.
- 3.2. You will receive an e-mail or SMS Notification from us confirming your successful registration.
- 4. The SnapScan Merchant Service**
- 4.1. The SnapScan Merchant Service allows you to conclude Transactions.

- 4.2. In order to use the SnapScan Merchant Service you -
- 4.2.1. must be registered with us;
- 4.2.2. will receive a onetime password via SMS Notification or e-mail for verification purposes and to activate the SnapScan Merchant Service;
- 4.2.3. will, where applicable, receive an electronic copy or a hard copy (which will be mailed to you), of your SNAP Code;
- 4.2.4. may not process Transactions greater than R5 000.00 per day and not greater than R25 000.00 per month if you use Instant Money as a cash out mechanism or accept Instant Money as a payment type. If you have a Bank Account or Agent bank account, the daily/monthly limit of the Transactions will depend of the banking facilities available to you on your bank account.
- 4.3. We will provide you with the ability to accept payments from customers electing to pay with the SnapScan App. We will collect the Payment Amount from your customer (via a variety of methods, including credit cards) and pay these funds to you. You agree that the payments you receive from your customers will be Processed by us by way of collecting, analysing and relaying information generated in connection with your payments.
- 4.4. By accepting these Terms, you also agree to be bound by the relevant Card Association rules.
- 4.5. By accepting these Terms you authorise us to hold, receive, and disburse funds on your behalf.
- 4.6. The SnapScan Merchant Service accepts Visa and MasterCard credit cards, cheque cards and Instant Money as payment types. We constantly review the available payment types and reserve the right to add and remove payment types at any time without prior notice to you.
- 4.7. Transactions can only be Processed when it is possible for us to receive real-time authorisation from the Issuer. In the event that such an authorisation cannot be obtained we will not Process the Transaction. You also understand that there may be times when the customer is not an authorised user of the payment type. In this case the customer or authorised cardholder may dispute the Transaction through a Chargeback. You agree to comply with this process and

accept the associated liability of such Chargeback.

5. Transacting through SnapScan Merchant Service

5.1. We will act on instructions that appear to have been sent by you.

5.2. *You must check that the details of your sale to the customer are correct, not only about the contents and price of the sale but also your details. Once a Transaction is submitted it cannot be reversed.*

5.3. *We are not responsible for any loss you suffer if the Transaction details are incorrect.*

5.4. You must ensure that your details are accurately updated at all times via the Portal or by notifying us of any changes by e-mail at help@SnapScan.co.za.

6. Unauthorised or Illegal Use

We reserve right to refuse to Process or settle any Transaction submitted to us if we believe that the Transaction violates these Terms or exposes any customer or merchant to harm. This includes Transactions suspected of being linked to fraud or criminal activity. If any criminal, irregular, fraudulent or unauthorised activity is detected or suspected, you hereby give express permission for us to share the relevant details with law enforcement agencies or the Financial Intelligence Centre.

7. Fees and Settlement

7.1. We charge you Fees as agreed with you in these Terms and the Fees schedule that will be provided to you by us once you have registered for the SnapScan Merchant Service. We reserve the right to periodically review and change these Fees upon 30 (thirty) days' notice. You will be entitled to stop accepting Transactions at any point if you withdraw your consent to these Fees. All balances and Fees, charges and payments collected or paid will be denominated in South African Rand.

7.2. All prices will include value added tax.

7.3. Automated payments will be made into your Bank Account or any other nominated, linked Agent bank account or your SnapScan Account (whichever is applicable) should the value of the daily Transactions be more than R100 (one hundred rand). The Payment Amount, processed during a specific day (less any Fees) will be deposited on the following business day, provided the value of the Transactions is more than R100 (one hundred rand). Deposits may not reflect

immediately, depending on the bank at which your linked account is held.

7.4. To reduce the risk of money laundering and fraud, the first deposit will only be made 7 (seven) days after the SnapScan Merchant Service has been activated. This delay can be lifted upon additional verification by us. The normal daily and monthly deposit limits will apply to you. If the value of the Transactions exceeds the deposit limit, we can increase the limit once we have confirmed the validity of processed Transactions.

8. Instant Money

8.1. **Instant Money Cash Out** - In the event that you do not have a Bank Account with us, you have the option to redeem Instant Money Vouchers from your SnapScan Account by the use of Instant Money. If you do so, you agree to be bound by the Instant Money terms and conditions available on the following web site, www.instantmoney.co.za, as may be modified from time to time by us, in our sole discretion.

8.2. **Instant Money Payment Type** - In the event that you are an approved merchant, a customer may pay for goods and services purchased from you by using an Instant Money Voucher. If you accept Instant Money as a payment type, you agree to be bound by the Instant Money terms and conditions available on the following web site, www.instantmoney.co.za as may be modified from time to time by us, in our sole discretion.

9. Reserve

If applicable and where necessary, we reserve the right, at any time, to temporarily suspend or delay payments to you to secure the performance of your payment obligations in terms of the Fee or Chargeback provisions outlined in these Terms. If you display a high rate of refunds or Chargebacks or any other performance problems any additional reserve will also be instituted. Any reserve may be altered or removed as part of our continual review of your SnapScan Account and performance in terms of these Terms. You hereby grant us express permission to debit your accounts to this end.

10. Refunds and Returns

You undertake to provide a fair and reasonable refund policy for all goods and services offered for sale through the

SnapScan Merchant Service and to maintain compliance with any Card Association rules or policies. You also agree to process all refunds for Transactions through the provided self-service interface or by logging a refund request with us. You agree not to give a cash refund or any other item of value for a Transaction refund. A Fee will be charged on any refunds processed and may be depended on the specific funding source.

11. Chargebacks

- 11.1. Any Transaction may be reversed or charged back to you if it is (a) disputed by a customer (b) reversed for any reason by any Issuer or Card Association, (c) was not duly authorised or we have reason to believe it was not authorised or (d) is allegedly unlawful, suspicious or in violations of the terms of any agreements between us.
- 11.2. When a Chargeback is initiated we may withhold the Chargeback immediately. You also become liable to us for the full amount of the Chargeback amount as well as any Fees, penalties and charges. This amount will be deducted from your SnapScan Balance immediately. In the event that you do not have a sufficient balance to fund the Chargeback we may debit this amount from your SnapScan Account or Bank Account or any other financial instrument linked to your account. If we reasonably believe that a Chargeback is likely we may reserve the amount of the potential Chargeback in advance until the Chargeback process has been completed.
- 11.3. You agree to assist, at your expense and to investigate any Transactions linked to your SnapScan Account or Bank Account. You also permit us to share the relevant information with the customers, Issuers or administrators, banks, financial institutions and regulators as required to investigate and mediate a Chargeback.
- 11.4. If your SnapScan Account is incurring a high rate or excessive amount of Chargebacks we may elect, at our discretion, to institute new Fees, increase your reserve amount, delay deposits or terminate your SnapScan Account.
- 11.5. Where Instant Money is used as a payment type, the Instant Money terms and conditions applicable to Chargebacks and which are available on the following web site, www.instantmoney.co.za, will apply.

12. Processing Errors

We undertake to rectify any processing errors within 7 (seven) business days of being made aware of such errors. If the error resulted in you receiving less than the entitled amount you will be credited with the difference, if you received more than entitled your SnapScan Account will be debited. You have an obligation to notify us of any processing errors discovered by you. Errors will only be rectified if you have reported them within 30 (thirty) days of the Transaction date. Failure to report such errors will be deemed to be a waiver of any right to amounts owed to you.

13. Disputed Payments

We will not be responsible to resolve disputes pertaining to discrepancies in relation to delivered and received products and/or services. Disputes of such nature must be resolved between you and the customer directly.

14. Disclaimer

- 14.1. *We will make every effort to ensure that the SnapScan Merchant Service is continually available to you. The availability of the SnapScan Merchant Service is however dependant on factors beyond our control, including but not limited to, the unavailability of the Supplier's Platform, the SnapCode being in good working condition, the availability and performance of the relevant mobile telephone network, the performance and compatibility of your device with the SnapScan Merchant Service. If the SnapScan Merchant Service is not available due to a factor beyond our control, we will not be held liable for the un-availability of the SnapScan Merchant Service. The Bank does not warrant that the SnapScan Merchant Service and/or any electronic communications/devices will be error-free or will meet any particular criteria of accuracy, completeness or reliability of information, performance or quality.*
- 14.2. *You are responsible for protecting your SNAP Code. We will deem Transactions authorised on your SnapCode as being authorised by you and we are not responsible if a Transaction is authorised because you fail to keep your SnapCode safe. You indemnify us against any claims made for such Transactions.*
- 14.3. *You use the SnapScan Merchant Service at your own risk. The SnapScan Merchant Service is not error-free and is being provided "AS IS" without warranty of any kind. The*

Bank will not be held liable for any defects or discrepancies in the SnapScan Merchant Service.

14.4. *The Bank will not be held liable for any indirect or consequential damages to you, whatever the cause.*

15. Our authority to debit your SnapScan Account and Bank Account

15.1. We will be entitled to and are hereby irrevocably authorised by you to debit your SnapScan Account with:

15.1.1. the Fees;

15.1.2. any Chargebacks effected in accordance with Card Association rules;

15.1.3. any refund due to a customer which you fail to process;

15.1.4. overpayments due to clerical or electronic errors, whether such errors were made by the you or us;

15.1.5. any interest payable by you to us on any sum due to us;

15.1.6. any fines imposed by any Card Association on us as a result of non-compliance with mandatory or regulatory rules imposed by such Card Association and as advised by us to you from time to time.

15.2. You hereby authorise us to set off any debits due by you in terms of these Terms against any credits due to you (if any).

15.3. You will notify us in writing of any change to your banking arrangements which will become effective once received by us.

16. Indemnity

16.1. *You indemnify us against any loss or damages (direct, indirect and consequential) that we may suffer because:*

16.1.1. *You have not paid costs or Fees;*

16.1.2. *You gave us wrong instructions or information;*

16.1.3. *someone carried out an instruction or concluded a Transaction without your permission, on your behalf.*

16.2. You acknowledge and agree that:

16.2.1. These Terms are entered into between you and us. Since the SnapScan App is made available through the App Store, the App Store is a third party under these Terms and will also have the right to enforce these Terms against you;

16.2.2. To the maximum extent allowed by law, the App Store does not give or enter into

any warranty, condition or other term in relation to the App and will not be liable to you for any claims, losses, costs or expenses of whatever nature in relation to the App or as a result of you or anyone else using the app or relying on any of its content;

16.2.3. Any claims relating to the licence to the SnapScan App, the SnapScan Merchant Service and/or the SNAP Code, possession or use of the SnapScan App, the SnapScan Merchant Service and/or the SnapCodeare between you and us (and not between you, or anyone else, and the App Store), including but not limited to, product liability claims, any claim that the App fails to conform to any applicable legal or regulatory requirement and claims under consumer protection legislation; and

16.2.4. If any claim by a third party that your possession or use (in line with these Terms) of the SnapScan App, the SnapScan Merchant Service and/or the SnapCodeinfringes any Intellectual Property Rights, the App Store will not be liable to you in relation to that claim.

17. Data Protection

17.1. Both the Bank and the Supplier will use and share the information given by you to perform the Transaction. The Bank and the Supplier may store your Personal Information on their respective databases to conduct Transactions, for administration purposes and to comply with applicable laws.

17.2. We may, and you expressly consent to the collecting and Processing of your Personal Information by us and the Supplier to open, administer and operate your SnapScan Account; provide any combination of services or analysis linked to the SnapScan Merchant Service; monitor and analyse the conduct on your Profile and Account for fraud, compliance and other risk-related purposes; carry out statistical and other analyses to identify potential markets and trends; and develop new products and services.

17.3. You expressly consent that we may Process and further Process your Personal Information within the Group for the above purposes; disclose your Personal Information to any person who provides services to us or acts as our agent or to whom we have transferred or propose to transfer any of our rights and duties in respect of your Account or Profile (some of these persons may be located in countries outside of the Republic of South Africa); and share

- your Personal Information with our services providers, locally and outside the Republic of South Africa, as necessary. We ask persons who provide services to us to agree to our privacy policies if they need to access any Personal Information to carry out their services.
- 17.4. You acknowledge that: we will at all times remain responsible for determining the purpose of and means for Processing your Personal Information; we are required by various laws to collect some of your Personal Information, without which we may be unable to offer the App services to you; and you are giving us your Personal Information voluntarily.
- 18. Marketing by post, email or text messages**
- You consent that the Group may use your Personal Information to inform you about products, services, and special offers within our Group or other companies that may interest you. We will do this by post, e-mail, or text message. If you decide that you do not want us to do this, you can contact us, and we will stop.
- 19. Breach**
- We may stop you from using the SnapScan Merchant Service if you breach a clause of these Terms and do not remedy it within 5 (five) days after we have asked you to do so. We may still take other steps available to us, including applying to a court for an urgent interdict against you.
- 20. Intellectual Property**
- 20.1. Subject to any Intellectual Property Rights held by any other third parties:
- 20.1.1. we keep all Intellectual Property and Intellectual Property Rights in and to all content (including, but not limited to, all proprietary information, trademarks and copyright in any logos and other devices or storage media) in or sent to, through and from the SnapScan App, SnapScan Merchant Service and SnapCodesave where otherwise indicated in writing by us; and
- 20.1.2. the Supplier keeps all Intellectual Property and Intellectual Property Rights in and to the SnapScan App, SnapScan Merchant Service and SNAP Code.
- 20.2. The Supplier and us grant you a non-assignable, non-sub-licensable, non-transferable, non-exclusive licence to use the SnapScan App, SnapScan Merchant Service and SNAP Code, which may include updates and/or upgrades, only for purposes outlined in these Terms and for no other purposes. You will be asked to accept any additional terms through the SnapScan App, SnapScan Merchant Service and SnapCode when they apply to you. The SnapScan App, SnapScan Merchant Service and SnapCode is licenced to you only and you will not grant any rights of use or any other rights in respect of the SnapScan App, SnapScan Merchant Service and SnapCode or any Intellectual Property Rights in it to any other person.
- 20.3. The licence granted to you will commence when you install the SnapScan App, SnapScan Merchant Service and SnapCode and will continue until it is terminated in line with these Terms, which will result in the cancellation of your access to the SnapScan App, SnapScan Merchant Service and SNAP Code. On termination of the licence granted in these Terms, for any reason, you must immediately stop all use of the SnapScan App, SnapScan Merchant Service and SNAP Code.
- 20.4. Certain content available on the SnapScan App, SnapScan Merchant Service and SnapCode may include content that belongs to third parties. We may provide links to third-party websites as a convenience to you. You agree that we are not liable for any of the following:
- 20.4.1. The content or the accuracy of any such content belonging to third parties featured on the SnapScan App, SnapScan Merchant Service and SNAP Code;
- 20.4.2. Any content featured on the third party websites that are accessed through the links found on the SnapScan App, SnapScan Merchant Service and SNAP Code;
- 20.5. You may not copy, republish, distribute, adapt, modify, alter, de-compile, reverse engineer, or attempt to derive the source code of or create a derivative of works or, otherwise attempt to reproduce the SnapScan App, SnapScan Merchant Service and SNAP Code, their respective content, including any Intellectual Property therein, their respective designs, any updates to the SnapScan App, SnapScan Merchant Service and SnapCode and/or any proprietary features in relation to them, or any parts of them. This prohibition extends to any and all content belonging to third parties that is found on the SnapScan App, SnapScan Merchant Service and SnapCode and/or any content featured on the third party websites which are accessed through links that are found on the SnapScan

- App. You may not sub-licence such third-party content, including Intellectual Property Rights associated with it.
- 20.6. You acknowledge that you:
- 20.6.1. will in no way represent that you have any rights of any nature in any current and future Intellectual Property belonging to us, the Supplier and/or any third parties featured on the SnapScan App, SnapScan Merchant Service and SNAP Code;
- 20.6.2. will not use the current and future Intellectual Property that belongs to us, the Supplier and/or any third party that is featured on SnapScan App, SnapScan Merchant Service and SnapCode in any manner whatsoever or any other Intellectual Property which is identical, similar and/or confusingly similar thereto in any country;
- 20.6.3. will not apply for or obtain registration of any current and future Intellectual Property that belongs to us, the Supplier and/or any third party that is featured on the SnapScan App, SnapScan Merchant Service and SnapCode or any other Intellectual Property which may be confusingly similar thereto in any country;
- 20.6.4. will not challenge the rights to the current and future Intellectual Property that belongs to us, the Supplier and/or any third party that is featured on the SnapScan App, SnapScan Merchant Service and SnapCode in any country;
- 20.6.5. will not do, or omit to do, or cause to be done any act or thing which would be expected to weaken, damage, be detrimental to or in any way impair or tend to impair the current and future Intellectual Property that belongs to us, the Supplier and/or any third party that is featured on the SnapScan App, SnapScan Merchant Service and SnapCode or the reputation and goodwill associated therewith or the foregoing parties, or which would be expected to jeopardise or invalidate any registration of current and future Intellectual Property belonging to the foregoing parties; and
- 20.6.6. will not use, register or attempt to register as trade names, corporate names, business names, logos, domain names, meta-tags, meta descriptors, electronic mail (e-mail) addresses, server names, or search-engine markers anything that is identical to, contained in whole or in part, or is otherwise confusingly similar to the current and future Intellectual Property belonging to us, the Supplier, and/or any third party that is featured on the SnapScan App, SnapScan Merchant Service and SnapCode in any country,
- 20.7. You may not establish a hyperlink, frame, metatag, similar reference, whether electronically or otherwise, or any other reference to the SnapScan App, SnapScan Merchant Service and SnapCode without our prior written consent.
- 20.8. ***You indemnify us and/or the Supplier against all actions, claims, costs, demands, expenses and other liabilities suffered or incurred by us as are result of any third party claims initiated and/or instituted against us relating to your unauthorised use of the SnapScan App, SnapScan Merchant Service and SNAP Code, the content thereon and/or any other Intellectual Property and Intellectual Property Rights flowing from the foregoing.***
- 20.9. ***Any breach of the terms under this clause 20 entitles us and/or the Supplier in addition to our normal common law remedies, to take legal action without prior notice to you and you agree to reimburse the costs associated with such legal action to us on an attorney and own client scale.***
21. **General**
- 21.1. All legal notices will be sent to your chosen address for legal service (known in law as your *domicilium*), which is either the address chosen by you when registering for the Delivery Payments Service on the Supplier's system and / or the physical address held by us on our banking system.
- 21.2. Any notification or amendment to the SnapScan Merchant Service or these Terms will be sent to you as indicated on your SnapScan Customer Profile. Any notices sent to your Device number will be deemed to have been received by you within 1 (one) day of being sent to you.
- 21.3. We will assume that you have received any notice we send you within 7 (seven) days of posting, or on the same day if delivered by hand or sent by fax or email.
- 21.4. A record of all transactions and fees relating to your SnapScan Account and Bank Account will be preserved by us for a period of at least 1 (one) year. You will have access to this record through daily, weekly or monthly e-mail statements or through a web interface. It is your sole responsibility to preserve

and maintain your own transaction records as required by law or good business practice. All responsibilities with regards to payment reconciliation and verification rest with you and you undertake to alert us immediately in the event of any error or unauthorised transaction associated with your account.

- 21.5. You may not change any of these Terms.**
- 21.6. You agree that we may sue in the Magistrate's Court, even if our claim against you exceeds the jurisdiction of the Magistrate's Court.
- 21.7. A favour or concession we may give you will not affect any of our rights against you.
- 21.8. These Terms are governed by South African law.
- 21.9. We may restrict your activity on the SnapScan Merchant Service or suspend access to the SnapScan Merchant Service if we know or suspect, in any way that the SnapScan Merchant Service is being used by you fraudulently, negligently or for illegal activities or if we must do so to comply with the law, without notice to you.**
- 21.10. If we suspend access to the SnapScan Merchant Service, we will not be liable to you for any direct, indirect, consequential or special damages arising from any act or omission by us or any third party for whom we are responsible, whether arising in contract, delict or statute.**
- 21.11. You must pay all our expenses for recovering any amounts you owe us, including legal fees of an attorney at own client scale, collection fees and tracing fees.
- 21.12. A certificate signed by any of our managers (whose appointment need not be proved) showing the amount you owe us is sufficient proof of the facts stated on the certificate unless the contrary is proved.

22. Customer Queries and Complaints

- 22.1.** Any support or technical queries that you may have about the SnapScan Merchant Service can be referred to:
- 22.1.1. **Email:** help@SnapScan.co.za
- 22.1.2. **Website:** www.getSnapScan.co.za
- 22.2.** Any complaints or any escalation of a query referred to in 22.1 that you may have on the SnapScan Merchant Service

can be referred to the Customer Resolution Centre:

- 22.2.1. **Telephone:** 0860 101 101
- 22.2.2. **Website:** www.standardbank.co.za
- 22.3.** We are a member of the Banking Association of South Africa who has appointed an independent Ombudsman for Banking Services ("Ombud") to deal with complaints. If we do not solve your problem or you are not happy with the way that your problem was solved, then you may use the services of the Ombud who can be contacted in one of the following ways:
- 22.3.1. Telephone:** 0860 800 900 or 011 838 0035;
- 22.3.2. Fax:** 011 838 0043;
- 22.3.3. Email:** info@obssa.co.za; or
- 22.3.4. Website:** ww.obssa.co.za.